BILL NO. S-89-12 -12

SPECIAL ORDINANCE NO. S-221-89

AN ORDINANCE approving the awarding of Reference #1399 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **CANYON SAND & GRAVEL; KLINK TRUCKING, INC.; OLD PRAIRIE PRODUCTS, INC.; STONECO, INC.; AND FRANCE STONE CO.** for the Street Department and Water Maintenance and Service.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1399 between the City of Fort Wayne, by and through its Department of Purchasing and **CANYON SAND & GRAVEL; KLINK TRUCKING, INC.; OLD PRAIRIE PRODUCTS, INC.; STONECO, INC.; AND FRANCE STONE CO.** for the Street Department and Water Maintenance and Service, respectfully for:

> **the purchase of aggregates for 1990 for the Street Department and Water Maintenance and Service;**

involving a total cost of One Hundred Ninety-Four Thousand Five Hundred Dollars ($194,500.00), - (CANYON SAND- $25,500; STONECO - $109,000; OLD PRAIRIE - $15,000; KLINK - $40,000; FRANCE STONE - $5,000), all as more particularly set forth in said Reference #1399 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

REF. NO.:	1399
DEPT.:	STREET DEPT/W M & S
DATE:	12/5/89
ITEM/SERV.:	AGGREGATES

PURCHASING INFORMATION

ADVERTISED BID:	YES
DATES ADVERTISED:	10/27/89 & 11/3/89
OPENING DATE:	11/20/89
WRITTEN QUOTE:	
DUE DATE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	14
NO. OF VENDORS RECEIVING BID:	11
NO. OF VENDORS RETURNING BID:	8
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	6
DATE SENT TO DEPT FOR RECOMM.:	11/21/89
DATE RECOMMENDATION REC'D IN PURCH:	12/4/89

COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT.:	12/5/89	
INTRODUCTION DATE:	12/12/89	
DISCUSSION DATE:	12/19/89	
PASSAGE DATE:	12/26/89	
ORDINANCE NO.:		

AMOUNT APPROVED AND/OR SPENT
LAST YEAR: (IF APPLICABLE)

REFERENCE NO. 1399
AGGREGATES
STREET DEPARTMENT

ZONE NO. 1 DELIVERED

	KLINK	FRANCE	BRUDI	CANYON	HIXSON	STONE ST	OLD PRAIR	STONECO
1, 2, 10F	$5.65	$5.60	N/B	N/B	$5.55	$6.45	N/B	$5.55
53, 73	$5.65	$5.60	N/B	N/B	$5.55	$6.45	N/B	$5.55
4, 5	$5.90	$5.85	N/B	N/B	$5.95	$6.90	N/B	$5.95
7, 8, 9	$6.20	$6.15	N/B	N/B	$6.30	$7.10	N/B	$6.20
11, 12	$6.30	$6.25	N/B	N/B	$6.55	$7.35	N/B	$6.55
RIP RAP	$5.95	$5.60	N/B	N/B	N/B	$6.50	N/B	$5.70
14-2 SAND	$4.20	$6.25	$5.65	$5.50	$4.35	N/B	N/B	$6.20
17 SAND	$8.50	N/B	N/B	$7.50	$7.80	N/B	N/B	$8.20
SAND FILL	$4.20	$3.85	$4.80	N/B	$4.35	N/B	N/B	N/B
12 GRAVEL	$7.00	N/B	N/B	$7.00	$7.00	N/B	N/B	$8.30
4 GRAVEL	$9.50	N/B	$15.25	N/B	N/B	N/B	N/B	N/B
BANK GRVL SCRN	$4.75	N/B	$5.10	$5.50	$5.25	$5.65	N/B	N/B
BANK GRVL UNSCRN	$4.75	N/B	$4.80	$5.20	$5.15	N/B	N/B	N/B
CRUSHED GRAVEL	N/B	N/B	N/B	N/B	$6.50	N/B	N/B	N/B
B-BORROW	$4.20	$5.70	$4.80	$5.20	$4.35	$5.65	N/B	N/B
TOP SOIL SCRN	$10.50	N/B	$10.10	$11.50	N/B	N/B	N/B	N/B
TOP SOIL UNSCRN	$9.00	N/B	$9.65	$11.00	$8.95	N/B	N/B	N/B
BLACK DIRT	$14.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B
SANDY LOAM	$9.00	N/B	$9.65	$11.00	$8.95	N/B	N/B	N/B
FILL DIRT	$4.20	$3.85	$4.80	$4.90	$4.25	$4.15	N/B	N/B
PUG MILL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

ZONE NO. 2 DELIVERED

	KLINK	FRANCE	BRUDI	CANYON	HIXSON	STONE ST	OLD PRAIR	STONECO
1, 2, 10F	$5.65	$6.40	N/B	N/B	$5.55	$5.95	N/B	$6.25
53, 73	$5.65	$6.40	N/B	N/B	$5.55	$5.95	N/B	$6.25
4, 5	$5.90	$6.65	N/B	N/B	$5.95	$6.50	N/B	$6.65
7, 8, 9	$6.20	$6.95	N/B	N/B	$6.30	$6.65	N/B	$6.90
11, 12	$6.30	$7.05	N/B	N/B	$6.50	$6.95	N/B	$7.25
RIP RAP	$5.95	$6.40	N/B	N/B	N/B	$6.00	N/B	$6.40
14-2 SAND	$4.20	$7.05	$5.65	$4.20	$4.25	N/B	N/B	$6.90
17 SAND	$8.50	N/B	N/B	$6.35	$6.80	N/B	N/B	$8.90
SAND FILL	$4.20	$4.65	$4.80	$4.00	$4.00	N/B	N/B	N/B
12 GRAVEL	$7.00	N/B	N/B	$6.75	$6.50	N/B	N/B	$9.00
4 GRAVEL	$9.50	N/B	$15.25	N/B	N/B	N/B	N/B	N/B
BANK GRVL SCRN	$4.75	N/B	$5.10	$5.10	$5.25	$5.25	N/B	N/B
BANK GRVL UNSCRN	$4.75	N/B	$4.80	$5.00	$4.85	N/B	N/B	N/B
CRUSHED GRAVEL	N/B	N/B	N/B	N/B	$6.50	N/B	N/B	N/B
B-BORROW	$4.20	$6.50	$4.80	$5.00	$4.00	$5.25	N/B	N/B
TOP SOIL SCRN	$10.50	N/B	$10.10	$10.00	N/B	N/B	N/B	N/B
TOP SOIL UNSCRN	$9.00	N/B	$9.65	$8.89	$8.95	N/B	N/B	N/B
BLACK DIRT	$14.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B
SANDY LOAM	$9.00	N/B	$9.65	$8.89	$8.95	N/B	N/B	N/B
FILL DIRT	$4.20	$4.65	$4.80	$4.10	$4.25	$4.05	N/B	N/B
PUG MILL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

REFÉRENCE NO. 1399
AGGREGATES
STREET DEPARTMENT

ZONE NO. 3 DELIVERED

	KLINK	FRANCE	BRUDI	CANYON	HIXSON	STONE ST	OLD PRAIR	STONECO
1, 2, 10F	$6.00	$6.20	N/B	N/B	$6.15	$6.45	N/B	$6.45
53, 73	$6.00	$6.20	N/B	N/B	$6.15	$6.45	N/B	$6.45
4, 5	$6.25	$6.45	N/B	N/B	$6.55	$6.90	N/B	$6.85
7, 8, 9	$6.55	$6.75	N/B	N/B	$6.85	$7.10	N/B	$7.10
11, 12	$6.65	$6.85	N/B	N/B	$7.15	$7.35	N/B	$7.45
RIP RAP	$6.30	$6.20	N/B	N/B	N/B	$6.50	N/B	$6.60
14-2 SAND	$4.20	$6.85	$5.05	$4.20	$4.35	N/B	N/B	$7.10
17 SAND	$8.50	N/B	N/B	$7.50	$7.50	N/B	N/B	$9.10
SAND FILL	$4.20	$4.45	$4.20	$4.20	$4.35	N/B	N/B	N/B
12 GRAVEL	$7.00	N/B	N/B	$6.95	$7.00	N/B	N/B	$9.20
4 GRAVEL	$9.50	N/B	$14.65	N/B	N/B	N/B	N/B	N/B
BANK GRVL SCRN	$4.75	N/B	$4.50	$4.75	$5.25	$5.65	N/B	N/B
BANK GRVL UNSCRN	$4.75	N/B	$4.20	$4.35	$4.85	N/B	N/B	N/B
CRUSHED GRAVEL	N/B	N/B	N/B	N/B	$6.50	N/B	N/B	N/B
B-BORROW	$4.20	$6.30	$4.20	$4.35	$4.35	$5.65	N/B	N/B
TOP SOIL SCRN	$10.50	N/B	$9.50	$10.00	N/B	N/B	N/B	N/B
TOP SOIL UNSCRN	$9.00	N/B	$9.05	$8.90	$8.95	N/B	N/B	N/B
BLACK DIRT	$14.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B
SANDY LOAM	$9.00	N/B	$9.05	$8.90	$8.95	N/B	N/B	N/B
FILL DIRT	$4.20	$4.45	$4.20	$4.00	$4.25	$4.15	N/B	N/B
PUG MILL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

ZONE NO. 4 DELIVERED

	KLINK	FRANCE	BRUDI	CANYON	HIXSON	STONE ST	OLD PRAIR	STONECO
1, 2, 10F	$6.35	$6.40	N/B	N/B	$6.30	$6.45	N/B	$6.80
53, 73	$6.35	$6.40	N/B	N/B	$6.20	$6.45	N/B	$6.80
4, 5	$6.60	$6.65	N/B	N/B	$6.65	$6.90	N/B	$7.20
7, 8, 9	$6.90	$6.95	N/B	N/B	$6.85	$7.10	N/B	$7.45
11, 12	$7.00	$7.05	N/B	N/B	$7.15	$7.35	N/B	$7.80
RIP RAP	$6.65	$6.40	N/B	N/B	N/B	$6.50	N/B	$6.95
14-2 SAND	$4.20	$7.05	$5.05	$4.20	$4.35	N/B	N/B	$7.45
17 SAND	$8.50	N/B	N/B	$7.50	$7.50	N/B	N/B	$9.45
SAND FILL	$4.20	$4.65	$4.20	$4.20	$4.35	N/B	N/B	N/B
12 GRAVEL	$7.00	N/B	N/B	$6.95	$7.00	N/B	N/B	$9.55
4 GRAVEL	$9.50	N/B	$14.65	N/B	N/B	N/B	N/B	N/B
BANK GRVL SCRN	$4.75	N/B	$4.50	$4.75	$5.25	$5.65	N/B	N/B
BANK GRVL UNSCRN	$4.75	N/B	$4.20	$4.35	$4.85	N/B	N/B	N/B
CRUSHED GRAVEL	N/B	N/B	N/B	N/B	$6.50	N/B	N/B	N/B
B-BORROW	$4.20	$6.50	$4.20	$4.35	$4.35	$5.65	N/B	N/B
TOP SOIL SCRN	$10.50	N/B	$9.50	$9.90	N/B	N/B	N/B	N/B
TOP SOIL UNSCRN	$9.00	N/B	$9.05	$8.90	$8.95	N/B	N/B	N/B
BLACK DIRT	$14.00	N/B	N/B	N/B	N/B	N/B	N/B	N/B
SANDY LOAM	$9.00	N/B	$9.05	$8.90	$8.95	N/B	N/B	N/B
FILL DIRT	$4.20	$4.65	$4.20	$4.00	$4.25	$4.15	N/B	N/B
PUG MILL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

REFERENCE NO. 1399
AGGREGATES
STREET DEPARTMENT

PICKED UP-LOCATION A

	KLINK	FRANCE	BRUDI	CANYON	HIXSON	STONE ST	OLD PRAIR	STONECO
1, 2, 10F	$7.50	$3.75	N/B	$7.20	N/B	$3.80	N/B	$3.60
53, 73	$7.50	$3.75	N/B	$7.20	N/B	$3.80	N/B	$3.60
4, 5	$7.80	$4.00	N/B	N/B	N/B	$4.25	N/B	$4.00
7, 8, 9	$8.00	$4.30	N/B	$8.00	N/B	$4.45	N/B	$4.25
11, 12	$8.60	$4.40	N/B	$8.10	N/B	$4.70	N/B	$4.60
RIP RAP	$7.85	$3.75	N/B	$7.20	N/B	$3.85	N/B	$3.75
14-2 SAND	$5.70	$4.40	$2.50	$2.50	$3.25	N/B	$2.90	$4.25
17 SAND	$9.85	N/B	N/B	$4.50	$4.95	N/B	$5.50	$6.25
SAND FILL	$5.70	$2.00	$1.65	$2.00	$2.00	N/B	$2.00	N/B
12 GRAVEL	$8.35	N/B	N/B	$4.00	$4.50	N/B	$4.50	$6.35
4 GRAVEL	$10.85	N/B	$12.10	N/B	N/B	N/B	$8.50	N/B
BANK GRVL SCRN	$5.70	N/B	$1.95	$2.30	$3.25	$3.00	$1.85	N/B
BANK GRVL UNSCRN	$5.35	N/B	$1.65	$2.00	$2.85	N/B	$1.65	N/B
CRUSHED GRAVEL	$7.35	N/B	N/B	N/B	$4.50	N/B	N/B	N/B
B-BORROW	$5.70	$3.85	$1.65	$2.00	$2.00	$3.00	$1.85	N/B
TOP SOIL SCRN	$11.85	N/B	$6.95	$6.80	N/B	N/B	$7.00	N/B
TOP SOIL UNSCRN	$10.25	N/B	$6.50	$6.50	$6.95	N/B	$6.00	N/B
BLACK DIRT	$15.35	N/B	N/B	N/B	N/B	N/B	N/B	N/B
SANDY LOAM	$10.25	N/B	$6.50	$6.50	$6.95	N/B	N/B	N/B
FILL DIRT	$5.35	$2.00	$1.65	$1.75	$2.25	$1.50	$2.00	N/B
PUG MILL	N/B	N/B	N/B	N/B	N/B	N/B	N/B	N/B

KLINK - 4820 INDUSTRIAL ROAD
FRANCE - 6100 ARDMORE AVENUE
BRUDI - 1036 W. CEDAR CANYON ROAD
CANYON - 16916 KELL ROAD, HUNTERTOWN
HIXSON - 6178CR7, GARRETT
STONE STREET - 5536 HOAGLAND RD, POE QUARRY
OLD PRAIRIE - 5833 SMITH ROAD
STONECO - 7320 LOWER HUNTINGTON ROAD

RÉFERENCE NO. 1399
AGGREGATES
STREET DEPARTMENT

PICKED UP-LOCATION B

	FRANCE
1, 2, 10F	$3.75
53, 73	$3.75
4, 5	$4.00
7, 8, 9	$4.30
11, 12	$4.40
RIP RAP	$3.75
14-2 SAND	$5.25
17 SAND	$8.50
SAND FILL	N/B
12 GRAVEL	N/B
4 GRAVEL	N/B
BANK GRVL SCRN	N/B
BANK GRVL UNSCRN	N/B
CRUSHED GRAVEL	N/B
B-BORROW	$3.85
TOP SOIL SCRN	N/B
TOP SOIL UNSCRN	N/B
BLACK DIRT	N/B
SANDY LOAM	N/B
FILL DIRT	N/B
PUG MILL	N/B

FRANCE - 17831 HWY 24 E. WOODBURN

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-20-89 @ 11:00 AM BID REFERENCE # 1399

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR AGGREGATES INCLUDING: STONE, GRAVEL, TOP SOIL AND OTHER RELATED MATTER

AND REQUESTED BY CITY OF FT WAYNE STREET DEPT

THIS BID REQUIRES A XXXXX $500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Klink Trucking, Inc.

STREET ADDRESS P.O. Box # 428

CITY Ashley, IN 46705 PHONE # (219) 482-3474
(219) 587-9113

BY Kimberly Jo Smith
REPRESENTATIVE SIGNATURE

PRICE SHEET FOR AGGREGATES

STATE PRICE PER TON

	DELIVERED				PICKED-UP LOCATION		
CRUSHED LIMESTONE	ZONE NO. 1	ZONE NO. 2	ZONE NO. 3	ZONE NO. 4	A	B	C
1, 2, 10F	5.65	5.65	6.00	6.35	7.50		
53, 73	5.65	5.65	6.00	6.35	7.50		
4, 5	5.90	5.90	6.25	6.60	7.80		
7, 8, 9 (TYPE "O")	6.20	6.20	6.55	6.90	8.00		
11, 12 (TYPE "O")	6.30	6.30	6.65	7.00	8.60		
RIP RAP (STATE 12)	5.95	5.95	6.30	6.65	7.85		
SAND							
14-2	4.20	4.20	4.20	4.20	5.70		
17	8.50	8.50	8.50	8.50	9.85		
SAND FILL	4.20	4.20	4.20	4.20	5.70		
GRAVEL							
12	7.00	7.00	7.00	7.00	8.35		
~~X2XXX~~ 4	9.50	9.50	9.50	9.50	10.85		
BANK GRAVEL SCREENED	4.75	4.75	4.75	4.75	5.70		
BANK GRAVEL UNSCREENED	4.75	4.75	4.75	4.75	5.35		
CRUSHED GRAVEL 53, 73	-	-	-	-	7.35		
B-BORROW	4.20	4.20	4.20	4.20	5.70		
TOP SOIL							
TOP SOIL SCREENED	10.50	10.50	10.50	10.50	11.85		
TOP SOIL UNSCREENED	9.00	9.00	9.00	9.00	10.25		
BLACK DIRT	14.00	14.00	14.00	14.00	15.35		
SANDY LOAM	9.00	9.00	9.00	9.00	10.25		
FILL DIRT	4.20	4.20	4.20	4.20	5.35		
PUG MILL	Pug mill quote available upon request depending on material to be pugged.						

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

A: 4820 Industrial Road, Fort Wayne, Indiana

B: _____

C: _____

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: November 16, 1989

1. Governmental Unit: The Department of Purchasing
2. County: City of Fort Wayne, Allen County
3. Bidder (Firm): Klink Trucking, Inc.
   Address: P.O. Box # 428
   City/State: Ashley, Indiana 46705
4. Telephone Number: (219) 587-9113 1-800-854-5005 (219) 482-3474
5. Agent of Bidder (If applicable): Michael A. Smith

Pursuant to notices given, the undersigned offers bid(s) to Dept. of Purchasing (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Michael A Smith, Sales
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Steuben COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Klink Trucking, Inc.
Bidder (Firm)

Michael A Smith, Sales
Signature of Bidder or Agent

Subscribed and sworn to before me this 16th day of November, 1989

My Commission Expires: 11-01-92

County of Residence: DeKalb

Kimberly Smith
Notary Public

Kimberly Smith
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

Bond No.....

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Klink Trucking RR #1, Pleasant Lake, IN 46779

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne, IN Street Department

.....as Obligee, (hereinafter called the "Obligee"), in the sum of Five hundred dollars---------- Dollars ($ 500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Limestone and Aggregate Materials

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of November A.D. 1989

Kimberly Smith
Witness

Klink Trucking, Inc. (SEAL)
Principal

Wayne Klink Jr. Pres.
Title

Wayne Klink Jr. President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Jason Nelson
Witness

By Josephine Stackhouse (SEAL)
Title

Josephine Stackhouse
(Attorney in Fact)

C325d—150M.
Approved by The American Institute of Architects.
A.I.A. Document No. A-310 February 1970 Edition.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint David P. DeHayes, David J. Steffen, Steven E. Reith, Josephine Stackhouse and Richard P. Hormann, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of David P. DeHayes, etal, dated, August 8, 1985.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of January, A.D. 1988

ATTEST: SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 29th day of January, A.D. 1988, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FABES NOTARY PUBLIC BALTIMORE CITY, MD

Carol J. Fabes

Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this _____ day of _____, 19___.

Christopher T. Maddox
Assistant Secretary

044-2955

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-20-89 @ 11:00 AM BID REFERENCE # 1399

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR AGGREGATES INCLUDING: STONE, GRAVEL, TOP SOIL AND OTHER RELATED MATTER

AND REQUESTED BY CITY OF FT WAYNE STREET DEPT

THIS BID REQUIRES A XXXXX $500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME France Stone Co.

STREET ADDRESS 6100 Ardmore Ave.

CITY Ft. Wayne PHONE # 747-3105

BY Andy Kurtz
REPRESENTATIVE SIGNATURE

PRICE SHEET FOR AGGREGATES

STATE PRICE PER TON

	DELIVERED				PICKED-UP LOCATION		
CRUSHED LIMESTONE	ZONE NO. 1	ZONE NO. 2	ZONE NO. 3	ZONE NO. 4	A	B	C
1, 2, 10F	5.60	6.40	6.20	6.40	3.75	3.75	
53, 73	5.60	6.40	6.20	6.40	3.75	3.75	
4, 5	5.85	6.65	6.45	6.65	4.00	4.00	
7, 8, 9 (TYPE "O")	6.15	6.95	6.75	6.95	4.30	4.30	
11, 12 (TYPE "O")	6.25	7.05	6.85	7.05	4.40	4.40	
RIP RAP (STATE 12)	5.60	6.40	6.20	6.40	3.75	3.75	
SAND							
14-2	6.25	7.05	6.85	7.05	4.40	5.25	
17	-	-	-	-	-	8.50	
SAND FILL	3.85	4.65	4.45	4.65	2.00	-	
GRAVEL							
12, 4					-	-	
BANK GRAVEL SCREENED					-	-	
BANK GRAVEL UNSCREENED					-	-	
CRUSHED GRAVEL 53, 73					-	-	
B-BORROW	5.70	6.50	6.30	6.50	3.85	3.85	
TOP SOIL							
TOP SOIL SCREENED					-	-	
TOP SOIL UNSCREENED					-	-	
BLACK DIRT					-	-	
SANDY LOAM					-	-	
FILL DIRT	3.85	4.65	4.45	4.65	2.00	-	
PUG MILL					-	-	

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

A: 6100 Ardmore Avenue, Fort Wayne, IN

B: 17831 Highway 24 East, Woodburn, IN

C:

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 11-17-89

1. Governmental Unit: FT. Wayne
2. County: Allen
3. Bidder (Firm): THE FRANCE STONE CO.
   Address: 6100 Armore Ave.
   City/State: FT. Wayne, IN.
4. Telephone Number: 747-3105
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to FT. Wayne - City (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Andrew Kurtz
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen COUNTY) SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

FRANCE Stone Co.
Bidder (Firm)
John C. Heim
Signature of Bidder or Agent

Subscribed and sworn to before me this 17 day of Nov. 1989.

My Commission Expires: 9-19-91

County of Residence: Allen

Andrew C Kurtz
Notary Public

ANDREW KURTZ
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

_____ _____
_____ _____
_____ _____

SEABOARD SURETY COMPANY

HOME OFFICE: NEW YORK, N. Y.

PROPOSAL BOND

Know all Men by these Presents:

THAT WE, The France Stone Company, Subsidiary of The General Crushed Stone Company, A Member of THE BEAZER GROUP

as principal, and SEABOARD SURETY COMPANY, a corporation under the laws of the State of New York, having its principal place of business in the City of New York, New York, as surety, are held and firmly bound unto City of Fort Wayne, Department of Purchasing Allen County, Indiana

as obligee, in the sum of Five Hundred and no/100----------($500.00) **DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.**

SIGNED, sealed and dated this 14th day of November 19 89 .

WHEREAS, the said principal is herewith submitting its proposal for

Supplying crushed limestone

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract upon said proposal and shall within the required number of days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if the latter amount be in excess of the former; but in no event shall the surety's liability exceed the penal sum hereof.

THE FRANCE STONE COMPANY
Subsidiary of The General Crushed Stone Company, A Member of THE BEAZER GROUP
Principal

By _____
Assistant Treasurer

SEABOARD SURETY COMPANY

By _____
Attorney-in-Fact

Form 136

Certified Copy

SEABOARD SURETY COMPANY

MM 4586

No. 2060

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Lori A. Durczyniski or Karen S. Stewart or Suzanne K. Warner

of Toledo, Ohio

its true and lawful Attorney-in-Fact, **to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature** as follows: Limited and just executing bonds for France Stone Company. Without Limitations.

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 30th day of April, 19 87

SEABOARD SURETY COMPANY, STATE OF NEW YORK 1927

Attest:

(Seal) Lia A. Rillo
Assistant Secretary

SEABOARD SURETY COMPANY,

By Michael B. Keegan
Vice-President

STATE OF NEW JERSEY ss.:
COUNTY OF SOMERSET

On this 30th day of April, 19 87, before me personally appeared Michael B. Keegan a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

(Seal) FELICE M. CATALANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp. June 4, 1991

Felice M. Catalano
Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this ..... day of ....., 19.....

SEABOARD SURETY COMPANY, STATE OF NEW YORK 1927

Elizabeth Drulewicz
Assistant Secretary

Form 957 (Rev. 7/84)

For verification of the authenticity of this Power of Attorney you may call collect, 212-943-7440 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above named individual(s) and details of the bond to which the power is attached.

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-20-89 @ 11:00 AM BID REFERENCE # 1399

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR AGGREGATES INCLUDING: STONE, GRAVEL, TOP SOIL AND OTHER RELATED MATTER

AND REQUESTED BY CITY OF FT WAYNE STREET DEPT

THIS BID REQUIRES A XXXXX $500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Canyon Sand & Gravel

STREET ADDRESS 16916 Kell Road

CITY Huntertown PHONE # 637-3123

BY Dave L Rodocker
REPRESENTATIVE SIGNATURE

PRICE SHEET FOR AGGREGATES

STATE PRICE PER TON

CRUSHED LIMESTONE	DELIVERED ZONE NO. 1	ZONE NO. 2	ZONE NO. 3	ZONE NO. 4	PICKED-UP LOCATION A	B	C
1, 2, 10F					$ 7.20		
53, 73					7.20		
4, 5							
7, 8, 9 (TYPE "O")					8.00		
11, 12 (TYPE "O")					8.10		
RIP RAP (STATE 12)					7.20		
SAND							
14-2	5.50	4.20	4.20	4.20	2.50		
17	7.50	6.35	7.50	7.50	4.50		
SAND FILL		4.00	4.20	4.20	2.00		
GRAVEL							
12, *	7.00	6.75	6.95	6.95	4.00		
BANK GRAVEL SCREENED	5.50	5.10	4.75	4.75	2.30		
BANK GRAVEL UNSCREENED	5.20	5.00	4.35	4.35	2.00		
CRUSHED GRAVEL 53, 73							
B-BORROW	5.20	5.00	4.35	4.35	2.00		
TOP SOIL							
TOP SOIL SCREENED	11.50	10.00	10.00	9.90	6.80		
TOP SOIL UNSCREENED	11.00	8.89	8.90	8.90	6.50		
BLACK DIRT							
SANDY LOAM	11.00	8.89	8.90	8.90	6.50		
FILL DIRT	4.90	4.10	4.00	4.00	1.75		
PUG MILL							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

A: 16916 Kell Road, Huntertown, IN.

B: _____

C: _____

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: 11-18-89

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Canyon Sand & Gravel
   Address: 1616 Kell Road
   City/State: Huntertown, IN
4. Telephone Number: 637-3123
5. Agent of Bidder (If applicable):

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Dave L. Rodocker
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Canyon Sand & Gravel
Bidder (Firm)

Dave L. Rodocker
Signature of Bidder or Agent

Subscribed and sworn to before me this 7th day of Nov, 1989.

My Commission Expires: 4-24-90

County of Residence: Allen

Rose Rodocker
Notary Public

Rose Rodocker
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

Peerless Insurance
Nationale-Nederlanden North America
Property and Casualty Group

62 Maple Avenue
Keene, New Hampshire 03431

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Canyon Sand & Gravel, Inc.
R.R. 1
Huntertown, Indiana 46748

as Principal, hereinafter called the Principal, and Peerless Insurance

a corporation duly organized under the laws of the State of New Hampshire
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Wayne Purchasing Department

as Obligee, hereinafter called the Obligee, in the sum of Five Hundred Dollars.

Dollars ($ 500.00)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Aggregate

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of November 1989

(Witness)

Canyon Sand & Gravel, Inc.
(Principal) (Seal)

(Title)
David L. Rodocker, President

(Witness)

Peerless Insurance
(Surety)

(Title)
Attorney-in-Fact

Revised to February, 1970
SB 5714b Printed in U.S.A. 346-206(3/82)

1991

449680

June 1, 1991

Stephen E. Stewart and/or John H. Brimner and/or Kathryn J. Beauchot and/or Julie A. Stahl

Fort Wayne Indiana

bonds, undertakings, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof:

X

X

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-20-89 @ 11:00 AM BID REFERENCE # 1399

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR AGGREGATES INCLUDING: STONE, GRAVEL, TOP SOIL AND OTHER RELATED MATTER

AND REQUESTED BY CITY OF FT WAYNE STREET DEPT

THIS BID REQUIRES A XXXXX $500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: --- %
IF PAID WITHIN --- DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME OLD PRAIRIE PRODUCTS INC.

STREET ADDRESS 5833 Smith Road

CITY FT. WAYNE IN. PHONE # 747-9141

BY Allen L Poorman
REPRESENTATIVE SIGNATURE

PRICE SHEET FOR AGGREGATES

STATE PRICE PER TON

CRUSHED LIMESTONE	DELIVERED ZONE NO. 1	ZONE NO. 2	ZONE NO. 3	ZONE NO. 4	PICKED-UP LOCATION A	B	C
1, 2, 10F							
53, 73							
4, 5							
7, 8, 9 (TYPE "O")							
11, 12 (TYPE "O")							
RIP RAP (STATE 12)							
SAND							
14-2					2.90		
17					5.50		
SAND FILL					2.00		
GRAVEL							
12, 4					#12 4.50 #4 8.50		
BANK GRAVEL SCREENED					1.85		
BANK GRAVEL UNSCREENED					1.65		
CRUSHED GRAVEL 53, 73							
B-BORROW					1.85		
TOP SOIL							
TOP SOIL SCREENED					7.00		
TOP SOIL UNSCREENED					6.00		
BLACK DIRT							
SANDY LOAM							
FILL DIRT					2.00		
PUG MILL							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

A: 5833 Smith Road Fort Wayne In.

B: _____

C: _____

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 20, 1989

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): OLD PRAIRIE PRODUCTS, INC.
   Address: 5833 Smith Road (P.O. Box 9055)
   City/State: Fort Wayne Indiana 46809
4. Telephone Number: 747-9141
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Allen L Poorman X
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OLD PRAIRIE PRODUCTS INC.
Bidder (Firm)

Allen L Poorman X
Signature of Bidder or Agent

Subscribed and sworn to before me this 20th day of November, 19 89

My Commission Expires: Sept. 12, 1990

County of Residence: Allen

Doris I Miller
Notary Public

DORIS I. MILLER
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

The Ohio Casualty Insurance Company

HAMILTON, OHIO

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, OLD PRAIRIE PRODUCTS, INC.

(hereinafter called the Principal) as Principal, and THE OHIO CASUALTY INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Hamilton, Ohio (hereinafter called the Surety) and licensed to do business in the State of as Surety, are held and firmly bound unto

City of Fort Wayne, Department of Purchasing

(hereinafter called the Obligee) in the penal sum of

Five Hundred and 00/100---------- Dollars ($500.00)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated November 20 1989 , for

Bid Ref: 1399; Supply Aggregate for the year 1990 for the City of Fort Wayne Street Department

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, Sealed and Dated this 20th day of November, 19 89.

OLD PRAIRIE PRODUCTS, INC.
(Principal)

By Meredith K. Pearson Vice Presid

THE OHIO CASUALTY INSURANCE COMPANY

By Lynne Green
Attorney-in-Fact

S-137-Rev.

CERTIFIED COPY OF POWER OF ATTORNEY

THE OHIO CASUALTY INSURANCE COMPANY

HOME OFFICE, HAMILTON, OHIO

No. 25-653

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, in pursuance of authority granted by Article VI, Section 7 of the By-Laws of said Company, does hereby nominate, constitute and appoint:

Gerald A. Dahle or John J. Pikel or
Donald T. Belbutowski or Diane T. Green - - - - - - - - - of Fort Wayne, Indiana - - - -

its true and lawful agent and attorney -in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance

FIVE MILLION - ($5,000,000.00 - -) Dollars,

excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

SEAL

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The Ohio Casualty Insurance Company this 29th day of June 19 89.

John J. Vail

Assistant Secretary

STATE OF OHIO, }
COUNTY OF BUTLER } SS.

On this 29th day of June A. D. 19 89 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came John B. Vail, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposeth and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

NOTARIAL SEAL BUTLER COUNTY OHIO

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Dorothy Bibee

Notary Public in and for County of Butler, State of Ohio

My Commission expires December 25, 1991.

This power of attorney is granted under and by authority of Article VI, Section 7 of the By-Laws of the Company, adopted by its directors on April 2, 1954, extracts from which read:

"ARTICLE VI"

"Section 7. Appointment of Attorney-in-Fact, etc. The chairman of the board, the president, any vice-president, the secretary or any assistant secretary shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the Company as surety to, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of county or state, or the United States of America, or to any other political sub-division."

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on May 27, 1970:

"RESOLVED that the signature of any officer of the Company authorized by Article VI Section 7 of the by-laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed."

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 7 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 20th day of November 19 89

SEAL

J. Donald T. Belbutowski

Assistant Secretary

S-4300-C 4-88 15M

OLD PRAIRIE PRODUCTS, INC
Your Company Name

MATERIAL SAFETY DATA SHEET

I – IDENTIFICATION

CHEMICAL NAME	CHEMICAL FORMULA	MOLECULAR WEIGHT
Natural Sand or Gravel	Not Applicable	Not Applicable

TRADE NAME
Sand or Gravel

SYNONYMS

DOT IDENTIFICATION NO.
None

II – PRODUCT AND COMPONENT DATA

COMPONENT(S) CHEMICAL NAME	CAS REGISTRY NO.	% (Approx)	ACGIH TLV-TWA
Natural Sand* or Gravel*	None	100	See Section VI
*Quartz (crystalline silica) content typically greater than 1%.	14808-60-7		

III – PHYSICAL DATA

APPEARANCE AND ODOR	SPECIFIC GRAVITY
Angular or round multicolored particles. No odor.	2.55 –
BOILING POINT	**VAPOR DENSITY IN AIR (Air = 1)**
Not applicable	Not Applicable
VAPOR PRESSURE	**% VOLATILE BY VOLUME**
0	0%
EVAPORATION RATE	**SOLUBILITY IN WATER**
0	Negligible

IV – REACTIVITY DATA

STABILITY	CONDITIONS TO AVOID
Stable	None Known

INCOMPATIBILITY (Materials to avoid)
None Known

HAZARDOUS DECOMPOSITION PRODUCTS
None Known

HAZARDOUS POLYMERIZATION
Will not occur

FLASH POINT (Method used)	FLAMMABLE LIMITS IN AIR
Not Flammable	Not Flammable

EXTINGUISHING AGENTS

None Required

UNUSUAL FIRE AND EXPLOSION HAZARDS

None Known

VI – TOXICITY AND FIRST AID

EXPOSURE LIMITS (When exposure to this product and other chemicals is concurrent, the TLV must be defined in the workplace.)

Exposure limits vary with the % Quartz in dust. All limits are for 8-hr. TWA exposures.
Total Dust (ACGIH & MSHA) = $30mg/M^3 \div$(% Quartz + 3); Total Dust (OSHA) = $30mg/M^3 \div$ (% Quartz + 2)
Respirable Dust (ACGIH, MSHA & OSHA) = $10mg/M^3 \div$(% Quartz + 2)

Effects described in this section are believed not to occur if exposures are maintained at or below appropriate TLVs.
Because of the wide variation in individual susceptibility, TLVs may not be applicable to all persons and those with medical conditions listed below.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

Inhaling respirable dust may aggravate existing respiratory system disease(s) and/or dysfunctions.
Exposure to dust may aggravate existing skin and/or eye conditions.

ACUTE TOXICITY Primary route(s) of exposure: ☒ Inhalation ☐ Skin Absorption ☐ Ingestion

Exposure to dust may irritate respiratory system, eyes, and skin.

Use of natural sand and gravel for construction purposes is believed not to have caused acute toxic effects. Exposure to quartz-containing dust in excess of appropriate TLVs during sandblasting and foundry operations has caused acute silicosis. Symptoms of acute silicosis may include (but are not limited to) shortness of breath, coughing, fever, and weight loss. Acute silicosis can occur in less than one year and can be fatal.

FIRST AID

Dust in eyes: Flush eyes with running water for 15 minutes. Contact a physician if irritation persists.

Dust on previously irritated skin: Wash with soap and water. Contact a physician if irritation is aggravated.

Dust inhalation: Remove to fresh air.

Dust in throat and nasal passages should clear spontaneously. Contact a physician if irritation persists.

Chronic exposure to respirable quartz-containing dust in excess of appropriate TLVs has caused silicosis, a progressive pneumoconiosis.

Symptoms of Silicosis: Not all individuals with silicosis will exhibit symptoms (signs) of the disease. However, silicosis is progressive, and symptoms can appear at any time, even years after exposures have ceased. Symptoms of silicosis may include (but are not limited to): Shortness of breath; difficulty breathing with or without exertion; coughing; diminished work capacity; diminished chest expansion; reduction of lung volume; right heart enlargement and/or failure. Persons with silicosis have an increased risk of pulmonary tuberculosis infection.

Sand and gravel are not listed as carcinogens on the NTP, IARC, or OSHA lists of carcinogens.

VII – PERSONAL PROTECTION AND CONTROLS

RESPIRATORY PROTECTION

NIOSH-MSHA approved dust respirators for conditions where dust levels exceed or are likely to exceed appropriate TLVs. Respirator use must comply with applicable standards, which include provisions for a user training program, respirator repair and cleaning, respirator fit testing, and other requirements. NIOSH-MSHA approved air-supplied hood must be used when sandblasting.

VENTILATION

Local exhaust or general ventilation adequate to maintain exposures below appropriate TLVs.

SKIN PROTECTION

See "Hygiene" section below.

EYE PROTECTION

Safety glasses with side shields should be worn as minimum protection. Dust goggles should be worn when excessively (visible) dusty conditions are present or are anticipated.

HYGIENE

Wash dust-exposed skin with soap and water. Wash work clothes after each use.

OTHER CONTROL MEASURES

Respirable dust levels should be monitored regularly. Dust levels in excess of appropriate TLVs should be reduced by all feasible engineering controls, including (but not limited to) wet suppression, ventilation, process enclosure, and enclosed employee work stations.

Respirable dust may be generated during processing, handling, and storage. The controls identified in Section VII of this MSDS should be applied as appropriate.

This product is not recommended and should not be used for sandblasting, nor in foundry operations (or other operations during which dust is generated in excess of appropriate TLVs) unless and until fully adequate measures have been take to reduce dust exposure levels below appropriate TLVs. The controls identified in Section VII of this MSDS should be applied as appropriate.

IX – SPILL LEAK AND DISPOSAL PRACTICES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Spilled materials, where dust can be generated, may overexpose cleanup personnel to respirable dust. Wetting of spilled material and/or use of respiratory protective equipment may be necessary.

WASTE DISPOSAL METHOD

Pickup and reuse clean materials. Dispose of waste materials only in accordance with applicable federal, state, and local laws and regulations.

X – TRANSPORTATION

DOT HAZARD CLASSIFICATION

None

PLACARD REQUIRED

None

LABEL REQUIRED

Label as required by applicable state and local regulations.

For Further Information

DATE OF PREPARATION: 4-1-89

NOTICE: [redacted] Company believes that the information contained on this Material Safety Data Sheet is accurate. The suggested procedures are based on experience as of the date of publication. They are not necessarily all-inclusive nor fully adequate in every circumstance. Also, the suggestions should not be confused with nor followed in violation of applicable laws, regulations, rules or insurance requirements.

NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE IS MADE.

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-20-89 @ 11:00 AM BID REFERENCE # 1399

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR AGGREGATES INCLUDING: STONE, GRAVEL, TOP SOIL AND OTHER RELATED MATTER

AND REQUESTED BY CITY OF FT WAYNE STREET DEPT

THIS BID REQUIRES A XXXXX $500.00 BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Stoneco, Inc.

STREET ADDRESS 7320 Lower Huntington Road

CITY Fort Wayne, IN. 46809 PHONE #219-747-5011

BY Donald D Johnson
REPRESENTATIVE SIGNATURE

PRICE SHEET FOR AGGREGATES

STATE PRICE PER TON

	DELIVERED				PICKED-UP LOCATION		
CRUSHED LIMESTONE	ZONE NO. 1	ZONE NO. 2	ZONE NO. 3	ZONE NO. 4	A	B	C
1, 2, 10F	$5.55	$6.25	$6.45	$6.80	$3.60		
53, 73	5.55	6.25	6.45	6.80	3.60		
4, 5	5.95	6.65	6.85	7.20	4.00		
7, 8, 9 (TYPE "O")	6.20	6.90	7.10	7.45	4.25		
11, ~~12~~ (TYPE "O")	6.55	7.25	7.45	7.80	4.60		
RIP RAP (STATE 12)	5.55	6.25	6.45	6.80	3.60		
12 (Type "O")	5.70	6.40	6.60	6.95	3.75		
SAND							
14-2	6.20	6.90	7.10	7.45	4.25		
17	8.20	8.90	9.10	9.45	6.25		
SAND FILL							
GRAVEL							
12, ~~4~~	8.30	9.00	9.20	9.55	6.35		
BANK GRAVEL SCREENED							
BANK GRAVEL UNSCREENED							
CRUSHED GRAVEL 53, 73							
B-BORROW							
TOP SOIL							
TOP SOIL SCREENED							
TOP SOIL UNSCREENED							
BLACK DIRT							
SANDY LOAM							
FILL DIRT							
PUG MILL							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

A: 7320 Lower Huntington Road, Fort Wayne, IN. 46809

B: _____

C: _____

THE CINCINNATI INSURANCE COMP...

CINCINNATI, OHIO

Bid Bond

PUBLIC CONTRACTS

KNOW ALL MEN BY THESE PRESENTS, that we STONECO, INC.

as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto

DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE

as Obligee, hereinafter called the Obligee, in the sum of

Five Hundred and 00/100 - Dollars ($ 500.00 - - - -),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Furnishing aggregate for 1990

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein for acceptance (60 days if no period is specified) and the Principal shall enter into a contract with the said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the period specified (30 days if no period is specified); or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not to exceed the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 20th day of November , 19 89.

STONECO, INC.
(Principal) (Seal)

By: Donald G. Johnson
Donald G. Johnson, Assistant Secretary (Title)

THE CINCINNATI INSURANCE COMPANY
(Seal)

By: Fred L. Tagtmeyer
Fred L. Tagtmeyer Attorney-in-Fact

S-2000 (8/88) PUBLIC

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

Louis H. Andrews; Donald R. Rush; William G. Niezer; Gerald C. Kramer, Jr.;
Fred L. Tagtmeyer and/or David G. McClure

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, in any amount with S.E. Johnson Companies, Inc. of Fort Wayne, Indiana, as principal or Stoneco, Inc.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1984.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Daniel J. McCarthy
Senior Vice President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 14th day of June, 1984, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon
HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 20th day of November 1989

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Robert J. Dunham
Secretary and Treasurer

BN-1005 (6/84)

MATERIAL SAFETY DATA SHEET

Your Company Name

I – IDENTIFICATION

CHEMICAL NAME	CHEMICAL FORMULA	MOLECULAR WEIGHT
Limestone	Not Applicable	Not Applicable

TRADE NAME: Crushed Stone

SYNONYMS	DOT IDENTIFICATION NO.
Aggregate, Aglime, Fluxing Agent, Manufactured Sand	None

II – PRODUCT AND COMPONENT DATA

COMPONENT(S) CHEMICAL NAME	CAS REGISTRY NO.	% (Approx)	ACGIH TLV-TWA
Limestone*	1317-65-3*	100	See Section VI
*Composition Varies Naturally - May Contain Quartz	*EPA TSCA Inventory (Same CAS No. As Calcium Carbonate)		

III – PHYSICAL DATA

APPEARANCE AND ODOR	SPECIFIC GRAVITY
Angular grey, white and tan particles ranging in size from powder to boulders. No odor.	2.6 - 2.75
BOILING POINT	**VAPOR DENSITY IN AIR (Air = 1)**
Not applicable	Not Applicable
VAPOR PRESSURE	**% VOLATILE, BY VOLUME**
Not Applicable	0%
EVAPORATION RATE	**SOLUBILITY IN WATER**
0	0

IV – REACTIVITY DATA

STABILITY	CONDITIONS TO AVOID
Stable	None Known

INCOMPATIBILITY (Materials to avoid)

None Known

HAZARDOUS DECOMPOSITION PRODUCTS

None Known

HAZARDOUS POLYMERIZATION

None Known

V – FIRE AND EXPLOSION HAZARD DATA

FLASH POINT (Method used)
Not Flammable

FLAMMABLE LIMITS IN AIR
Not Flammable

EXTINGUISHING AGENTS
None Required

UNUSUAL FIRE AND EXPLOSION HAZARDS
None Known

VI – TOXICITY AND FIRST AID

EXPOSURE LIMITS (When exposure to this product and other chemicals is concurrent, the TLV must be defined in the workplace.)

Exposure limits vary with the % Quartz in dust. All limits for 8-hr. TWAs in mg/M^3.
Dust < 1% Quartz: Total (ACGIH & MSHA) = 10 (OSHA=15); Respirable (ACGIH, MSHA & OSHA) = 5.
Dust ≥ 1% Quartz: Total (ACGIH & MSHA) = 30÷(% Quartz+3); Total (OSHA) = 30÷(% Quartz+2).
Respirable (ACGIH, MSHA & OSHA) = 10÷(% Quartz+2)

Effects described in this section are believed not to occur if exposures are maintained at or below appropriate TLVs.
Because of the wide variation in individual susceptibility, TLVs may not be applicable to all persons and those with medical conditions listed below.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE
Inhaling respirable dust may aggravate existing respiratory system disease(s) and/or dysfunctions.
Exposure to dust may aggravate existing skin and/or eye conditions.

ACUTE TOXICITY Primary route(s) of exposure: ☒ Inhalation ☐ Skin Absorption ☐ Ingestion

Exposure to dust may irritate respiratory system, eyes, and skin.

FIRST AID

Dust in eyes: Flush eyes with running water for 15 minutes. Contact a physician if irritation persists.

Dust on previously irritated skin: Wash with soap and water. Contact a physician if irritation is aggravated.

Dust inhalation: Remove to fresh air.

Dust in throat and nasal pasages should clear spontaneously. Contact a physician if irritation persists.

CHRONIC TOXICITY

Chronic exposure to respirable limestone dust in excess of appropriate TLVs has caused pneumoconiosis (Dusty Lung).

Chronic exposure to respirable quartz-containing limestone dust in excess of appropriate TLVs has caused silicosis, a progressive pneumoconiosis.

Symptoms of Silicosis: Not all individuals with silicosis will exhibit symptoms (signs) of the disease. However, silicosis is progressive, and symptoms can appear at any time, even years after exposures have ceased. Symptoms of silicosis may include (but are not limited to): Shortness of breath; difficulty breathing with or without exertion; coughing; diminished work capacity; diminished chest expansion; reduction of lung volume; right heart enlargement and/or failure. Persons with silicosis have an increased risk of pulmonary tuberculosis infection.

Limestone is not listed as a carcinogen on the NTP, IARC, or OSHA lists of carcinogens.

VII – PERSONAL PROTECTION AND CONTROLS

RESPIRATORY PROTECTION

NIOSH-MSHA approved dust respirators for conditions where dust levels exceed or are likely to exceed appropriate exposure limits. Respirator use must comply with applicable MSHA or OSHA standards, which include provisions for a user training program, respirator repair and cleaning, respirator fit testing, and other requirements.

VENTILATION

Local exhaust or general ventilation adequate to maintain exposures below appropriate TLVs.

SKIN PROTECTION

See "Hygiene" section below.

EYE PROTECTION

Safety glasses with side shields should be worn as minimum protection. Dust goggles should be worn when excessively (visible) dusty conditions are present or are anticipated.

HYGIENE

Wash dust-exposed skin with soap and water. Wash work clothes after each use.

OTHER CONTROL MEASURES

Respirable dust levels should be monitored regularly. Dust levels in excess of appropriate TLVs should be reduced by all feasible engineering controls, including (but not limited to) wet suppression, ventilation, process enclosure, and enclosed employee work stations.

VIII – STORAGE AND HANDLING PRECAUTIONS

Respirable dust may be generated during processing, handling, and storage. The controls identified in Section VII of the MSDS should be applied as appropriate.

IX – SPILL LEAK AND DISPOSAL PRACTICES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Spilled materials, where dust can be generated, may overexpose cleanup personnel to respirable dust. Wetting of spilled material and/or use of respiratory protective equipment may be necessary.

WASTE DISPOSAL METHOD

Pickup and reuse clean materials. Dispose of waste materials only in accordance with applicable federal, state, and local laws and regulations.

X – TRANSPORTATION

DOT HAZARD CLASSIFICATION

None

PLACARD REQUIRED

None

LABEL REQUIRED

Label as required by applicable state and local regulations.

For Further Information

DATE OF PREPARATION:

NOTICE: [redacted] Company believes that the information contained on this Material Safety Data Sheet is accurate. The suggested procedures are based on experience as of the date of publication. They are not necessarily all-inclusive nor fully adequate in every circumstance. Also, the suggestions should not be confused with nor followed in violation of applicable laws, regulations, rules or insurance requirements.

NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE IS MADE.

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 20, 1989

1. Governmental Unit: City of Fort Wayne, Street Department
2. County: Allen
3. Bidder (Firm): Stoneco, Inc.
   Address: 7320 Lower Huntington Road
   City/State: Fort Wayne, IN. 46809
4. Telephone Number: 219-747-5011
5. Agent of Bidder (if applicable): Marvella Overfield

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne, Board of Works (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent
Donald G. Johnson, Assistant Secretary

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen COUNTY) ss:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Stoneco, Inc.
Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this 20th day of November, 1989.

My Commission Expired: March 6, 1992

County of Residence: Allen

Marvella S. Overfield
Notary Public

Marvella S. Overfield

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

_____

_____

_____

Read the first time in full and on motion by Gia Quinta, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference ~~Room 128~~, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 12-12-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY				✓
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 12-26-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) (~~ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-221-89.

on the 26th day of December, 19 89,

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles B. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of December, 1989, at the hour of 1:20 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 4th day of January, 19 90, at the hour of 9:45 o'clock A.M.,E.S.T.

PAUL HELMKE, MAYOR

S-85-12-12

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1399 for aggregates for the Street Department and Water Maint. & Service for 1990. The costs reflect the lowest and most responsive of eight (8) vendors.

EFFECT OF PASSAGE: Used in the making of asphalt, ice control, and various construction projects throughout the year for the City of Fort Wayne.

EFFECT OF NON-PASSAGE: This would close down the asphalt plant and hold up construction projects.

MONIES INVOLVED:	Canyon Sand	$25,500.00 +/-
	Stoneco	$109,000.00 +/-
	Old Prairie	$15,000.00 +/-
	Klink	$40,000.00 +/-
	France Stone	$5,000.00 +/-
PRICE AGREEMENT:	Yes	
PURCHASE ORDER:		
SOURCE OF FUNDING:	Street Dept	128-128-1201-4273
		128-128-1201-4271
	W M & S	513-522-M673-4271
		513-522-M675-4271
		513-522-W807-4265

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

BILL NO. S-89-12-12

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding of Reference #1399 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and CANYON SAND & GRAVEL; KLINK TRUCKING, INC.; OLD PRAIRIE PRODUCTS, INC.; STONECO, INC.; AND FRANCE STONE CO. for the Street Department and Water Maintenance and Service

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Mark E. GiaQuinta			
Janet G. Bradbury			

DATED: 12-26-89

Sandra E. Kennedy
City Clerk